

REMARKS

Reconsideration of this application is respectfully requested.

In the Office Action, claims 1-30 were pending and rejected. In this response, claims 2 and 17 have been canceled without prejudice. In addition, new claim 31 has been added. No new matter has been added. Applicant reserves all rights with respect to the applicability of the doctrine of equivalents.

The Examiner has rejected claims 1-3, 5-7, 9, 11, 13-16, 18, 20-22, 24, 26 and 28-30 under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 5,897,621 to Boesch et al. ("Boesch"). Applicants hereby reserve the right to swear behind Boesch.

In view of the foregoing amendments, it is respectfully submitted that claims 1, 3-16, and 18-31 include limitations that are not disclosed by Boesch. Specifically, for example, independent claim 1 as amended claims a reversed online auction, where the sellers are the bidders for supplying an item requested by a buyer either under a lease agreement or for purchase.

In addition, when a first seller bidder bids for lease price and a second seller bidder bids for purchase price, the server converts both bidding prices into total prices representing a total payment under a lease purpose or a purchase purpose. As a result, a buyer can compare both prices in "an apple-to-apple" comparison in order to make a proper decision whether to purchase or lease the item. It is respectfully submitted that the above limitations are absent from Boesch.

Rather, Boesch is related to currency exchange mechanism for multi-currency transactions between a customer and a merchant over a network (see Abstract). However,

Boesch is not related to an online auction, particularly, a reverse online auction where the sellers are the bidders for bidding an item sought by a buyer.

Further, Boesch fails to disclose a reverse online auction that is able to handle both lease and purchase bidding by converting the leasing bidding values and/or the purchase bidding values into uniformed and comparable parameters to enable the buyer to compare in “an apple-to-apple” manner in order to decide whether the buyer should purchase or lease the item.

In order to anticipate a claim, each and every limitation of the claim must be taught by the cited reference. It is respectfully submitted that Boesch fails to disclose each and every limitation set forth above. Therefore, it is respectfully submitted that independent claim 1 as amended is not anticipated by Boesch.

Similarly, independent claims 16 and 31 as amended include limitations similar to those set forth above. Thus, for the reasons similar to those discussed above, it is respectfully submitted that claims 16 and 31 are not anticipated by Boesch.

Given that the rest of the claims depend from one of the above independent claims, for the reasons similar to those discussed above, it is respectfully submitted that the rest of the claims are not anticipated by Boesch.

The Examiner has rejected claims 2, 4, 8, 10, 12, 17, 19, 23, 25 and 27 under 35 U.S.C. §103(a) as being unpatentable over Boesch, in view of “A comprehensive lease/purchase model” by Gutman, et al., pages 1-10.

Although Gutman mentioned the term of lease and purchase, Gutman still fails to disclose or suggest the limitations set forth above. Specifically, Gutman is related to a lease model used by a bank, instead of an online auction, particularly, a reverse online auction, as described in the present application.

In addition, there is no suggestion within Boesch and Gutman to combine with each other. Even if they were combined, such a combination still lacks the limitations set forth above. Therefore, it is respectfully submitted that claims 1, 3-16, and 18-31 are patentable over the cited references. Withdrawal of the rejections is respectfully requested.

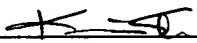
In view of the foregoing, Applicant respectfully submits the present application is now in condition for allowance. If the Examiner believes a telephone conference would expedite or assist in the allowance of the present application, the Examiner is invited to call the undersigned attorney at (408) 720-8300.

Please charge Deposit Account No. 02-2666 for any shortage of fees in connection with this response.

Respectfully submitted,

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